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24 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
25 REGION IX  
26  
27

28 In the matter of: )  
29 )

30 UNITOG RENTAL SERVICES, INC. )  
31 214 South Rockford Drive )  
32 Tempe, Arizona )  
33 RESPONDENT. )  
34 )

35 Proceeding Under Sections 104, 122(a) )  
36 and 122(d)(3) of the Comprehensive )  
37 Environmental Response, Compensation, )  
38 and Liability Act of 1980 (42 U.S.C. )  
39 §§ 9604, 9622(a) and 9622(d)(3), as )  
40 amended by the Superfund Amendments )  
41 and Reauthorization Act of 1986.) )  
42 )

U.S. EPA Docket  
No. 92-22

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45 ADMINISTRATIVE ORDER ON CONSENT  
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1 I. AUTHORITY

2 A. This Consent Order is entered into pursuant to the  
3 authority vested in the President of the United States by  
4 Sections 104, 122(a) and 122(d)(3) of the Comprehensive  
5 Environmental Response, Compensation, and Liability Act of 1980  
6 (as amended by the Superfund Amendments and Reauthorization Act  
7 of 1986) ("CERCLA"), 42 U.S.C. §§ 9604, 9622(a), and 9622(d)(3).  
8 The President delegated this authority to the Administrator of  
9 the United States Environmental Protection Agency ("EPA" or  
10 "Agency") by Executive Order 12580, 52 Fed. Reg. 2923, and  
11 further delegated to the Assistant Administrator for Solid Waste  
12 and Emergency Response and the Regional Administrators by EPA  
13 Delegation Nos. 14-8-A and 14-14-C. This authority has been  
14 redelegated to the Director, Hazardous Waste Management Division,  
15 EPA, Region 9.

16 B. This order is entered into voluntarily by EPA and Unitog  
17 Rental Services, Inc., a California corporation ("Unitog" or  
18 "Respondent"). Unitog consents to EPA's jurisdiction to enter  
19 into and enforce this Consent Order and it agrees that it shall  
20 not contest EPA's jurisdiction to enter into and enforce this  
21 Consent Order in any federally initiated administrative or legal  
22 proceeding or action.

23  
24 II. STATEMENT OF PURPOSE

25 In entering into this Consent Order, the mutual objectives  
26 of EPA and Respondent are:

1           A. To conduct the partial Remedial Investigation ("RI")  
2 described in the Remedial Investigation Statement of Work ("RI  
3 SOW"), a copy of which is attached as Attachment A and by this  
4 reference made a part of this Consent Order, in order to  
5 determine the nature and extent of contamination and the  
6 potential for harm to the public health or welfare or the  
7 environment caused by the release or threatened release of  
8 hazardous substances, pollutants, or contaminants at or from the  
9 Respondent's facility at 214 South Rockford Drive, Tempe, Arizona  
10 (the "Site"), as defined in Section III(J) below. The RI SOW  
11 specifies work to be performed by the Respondent during the RI,  
12 including, but not limited to, soil core boring and sampling,  
13 soil vapor monitoring, monitoring well placement, ground water  
14 sampling, pumping and aquifer tests. The RI SOW also includes a  
15 list of reports, documents, and other deliverables that  
16 Respondent shall provide for EPA review, comment and/or approval.

17           B. To undertake all actions required by the terms and  
18 conditions of this Consent Order in accordance with the  
19 provisions of CERCLA and the National Oil and Hazardous  
20 Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300  
21 et seq., as amended.

### 22 23   III. DEFINITIONS

24           Unless otherwise expressly provided herein, terms used in  
25 this Consent Order which are defined in CERCLA, or in regulations  
26 promulgated under CERCLA, shall have the meaning assigned to them

1 in CERCLA and the regulations promulgated pursuant to CERCLA.  
2 Whenever terms listed below are used in this Consent Order or in  
3 the Attachments hereto or incorporated hereunder, the following  
4 definitions shall apply:

5 A. "CERCLA" shall mean the Comprehensive Environmental  
6 Response, Compensation, and Liability Act, 42 U.S.C. § 9601  
7 et seq., as amended by the Superfund Amendments and  
8 Reauthorization Act of 1986, Public Law No. 99-499, 100  
9 Stat. 1613 (1986).

10 B. "Contractor" shall mean the individual, company or  
11 companies retained by or on behalf of Respondent to  
12 undertake and complete the partial Remedial Investigation.

13 C. "EPA" shall mean the United States Environmental  
14 Protection Agency.

15 D. "IBW Site" shall mean the Indian Bend Wash Superfund  
16 Site.

17 E. "National Contingency Plan" and "NCP" shall refer to  
18 the National Oil and Hazardous Substances Pollution  
19 Contingency Plan, 40 C.F.R. Part 300, including any future  
20 amendments thereto, and shall be used as that term is  
21 referred to in Section 105 of CERCLA, 42 U.S.C. § 9605.

22 F. "Property" shall mean the parcel identified as  
23 Assessor's Parcel no. 132-37-056A located in Maricopa  
24 County, Arizona, which currently is owned by Unitog.

25 G. "Respondent" shall mean Unitog Rental Services, Inc.

26 H. "SIBW Site" means the area of the IBW Site located south

1 of Curry Road.

2 I. "Soil Gas" means the gaseous phase volatile organic  
3 compounds and other gases present in the pore space of  
4 unsaturated soils.

5 J. The "Site" means the Property and any building,  
6 structure, installation, equipment, pipe or pipeline  
7 (including any pipe into a sewer or publicly owned treatment  
8 works), well, pit, pond, lagoon, impoundment, ditch, storage  
9 container, or rolling stock located thereon. The Site is a  
10 "facility", as that term is defined at Section 101(9) of  
11 CERCLA, 42 U.S.C. § 9601(9).

12  
13 IV. FINDINGS OF FACT

14 A. The area in the Cities of Tempe and Scottsdale in the  
15 County of Maricopa, Arizona, bounded by Scottsdale Road to the  
16 west, Apache Boulevard to the south, Price Road to the east, and  
17 extending approximately six miles from Apache Boulevard  
18 northward, crossing the Salt River, was listed on September 8,  
19 1983, on the National Priorities List ("NPL") of hazardous  
20 substance sites as the "Indian Bend Wash Superfund Site"  
21 (hereinafter called the "IBW Site"), pursuant to Section 105 of  
22 CERCLA, 42 U.S.C. § 9605. The area of the IBW Site south of  
23 Curry Road (hereinafter called the "SIBW Site"), while still a  
24 part of the IBW Site, is being addressed by EPA separately from  
25 the area north of Curry Road. SIBW may be further divided into  
26 several Superfund operable units.

1           B. Respondent operates an industrial laundry on its  
2           Property, which is located within SIBW Site boundaries.

3           C. The IBW Site was listed on the NPL on the basis of  
4           volatile organic compounds ("VOCs") detected in samples from  
5           water supply wells. These VOCs include, but are not limited to,  
6           trichloroethene ("TCE"), perchloroethene ("PCE") and 1,1,1-  
7           trichloroethane ("TCA"), which have been used typically as  
8           solvents by industrial facilities located within the IBW and SIBW  
9           Site boundaries.

10          D. Prestige Cleaners, Inc. ("Prestige") operated an  
11          industrial laundry and dry cleaning operation at that location  
12          from 1979 to July 1988. EPA has information indicating that  
13          Prestige used perchloroethene ("PCE") in the dry cleaning  
14          operations it conducted at the Site from 1979 to July 1988 and  
15          that Prestige used and stored laundry components containing acids  
16          (sodium fluorosilicate, UN 2674) and bases (UN 1759 and UN 1823)  
17          from 1979 to July 1988. The waste solvents generated by Prestige  
18          were stored onsite and transported offsite by two companies, both  
19          of which reclaimed the solvent for reuse at their own facilities.

20          E. In July 1988, Unitog purchased the equipment at the Site  
21          from Prestige and began leasing the Property from Don E. Frye,  
22          Sr. Unitog purchased the Property from Don E. Frye, Sr. in  
23          August 1989 and operates an industrial laundry on the Property.  
24          Unitog discontinued dry cleaning operations and the use of PCE in  
25          August 1988, one month after it purchased the equipment and began  
26          leasing the Property, at which time the dry cleaning machine and

1 the PCE in the machine were sold to Community Cleaners of  
2 Phoenix, Arizona.

3 F. Drums of waste PCE were stored by Prestige in the back  
4 part of the Property. This may have resulted in some spillage of  
5 PCE onto the ground. In 1984, Prestige contracted with Chemical  
6 Waste Management to remove approximately ten (10) drums of waste  
7 PCE and to excavate and remove contaminated soil. The  
8 contaminated soil was disposed of offsite by Chemical Waste  
9 Management.

10 G. The Arizona Department of Health Services (ADHS), now  
11 the Arizona Department of Environmental Quality (ADEQ), conducted  
12 facility inspections at Prestige on July 9, 1986, and July 29,  
13 1986. ADHS issued a letter to Prestige on September 23, 1986,  
14 listing violations from the July 29 inspection. On October 8,  
15 1986, ADHS stated in a letter to Prestige that all violations  
16 noted in the July 29 inspection had been adequately addressed.

17 H. In May 1988, EPA collected and analyzed four soil gas  
18 samples from three locations at the Site. Sampling data  
19 indicated that there were up to 867 parts per billion ("ppb") of  
20 PCE in the soil gas at the facility.

21 I. In October 1990, EPA collected and analyzed eight soil  
22 gas samples from four sampling locations at the Site. These  
23 samples again indicated the presence of PCE at concentrations up  
24 to 1,200 ppb in the soil gas. The highest concentrations were  
25 located in the southwest corner of the Property. The  
26 concentrations reported represent the lower bound of what EPA



1 currently believes to be the true concentration of PCE in the  
2 soil gas. According to EPA, the deeper samples in all four  
3 locations revealed higher concentrations of PCE than the  
4 shallower samples, normally indicating that the contamination may  
5 have migrated from the surface or near-surface area to deeper  
6 soils.

7 J. PCE in certain concentrations and under certain  
8 conditions has a wide range of health effects, including  
9 depression of the central nervous system and narcosis. It can be  
10 irritating to mucous membranes and skin, can cause lung edema and  
11 is a probable human carcinogen. Inhalation of PCE may produce  
12 irritation of the respiratory tract, nausea, headache,  
13 sleeplessness and abdominal pains.

14  
15 V. CONCLUSIONS OF LAW

16 A. The Site is a "facility" as defined in Section 101(9) of  
17 CERCLA, 42 U.S.C. § 9601(9).

18 B. Respondent is a "person" as defined in Section 101(21)  
19 of CERCLA, 42 U.S.C. § 9601(21).

20 C. PCE is a "hazardous substance" as defined in Section  
21 101(14) of CERCLA, 42 U.S.C. § 9601(14).

22 D. The past, present, and potential escape of hazardous  
23 substances from the Site constitutes an actual or threatened  
24 "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. §  
25 9601(22).

26 E. Respondent is a potentially responsible party pursuant

1 to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

2  
3  
4 VI. DETERMINATIONS/ NO ADMISSION/ NO WAIVER

5 A. The actions required by this Consent Order are necessary  
6 to protect the public health, welfare and the environment.

7 B. Based on information presently available to EPA, EPA  
8 determines that the activities provided for pursuant to this  
9 Consent Order will be promptly and properly conducted by Unitog,  
10 in a manner consistent with CERCLA and the National Contingency  
11 Plan, if conducted in accordance with the requirements of this  
12 Consent Order, including its appendices.

13 C. Nothing contained in this Consent Order shall constitute  
14 or be construed as an admission by Respondent of any liability to  
15 EPA or to any person or as to any matter and the Consent Order is  
16 not admissible in evidence against Respondent in any judicial or  
17 administrative proceeding, other than a proceeding initiated by  
18 the federal government to enforce this consent order or a  
19 judgment in favor of EPA relating to it.

20 D. Nothing contained in this Consent Order shall constitute  
21 or be deemed a waiver of any rights of Respondent as to persons  
22 not signatory to this Consent Order.

23 E. The findings, conclusions, and determinations in this  
24 Consent Order, including its appendices, are those of EPA, and  
25 not Unitog. Unitog does not admit any such findings,  
26 conclusions, or determinations, and except as provided in Section

1 I.B. of this Consent Order, Unitog reserves, and Unitog may  
2 assert, any rights or defenses it may have to challenge the such  
3 findings, conclusions, or determinations, including the assertion  
4 of the Innocent Landowner Defense to CERCLA liability.

5 F. By entering into this Consent Order, Unitog does not  
6 waive any privilege to which it may be entitled, except that  
7 Unitog shall not assert any privilege with respect to any  
8 sampling, analytical, monitoring, hydrogeologic, scientific,  
9 chemical or engineering data regarding environmental conditions  
10 at the Site. EPA agrees that Unitog may assert a claim of  
11 confidentiality as provided in 42 U.S.C. §9604(e)(7).  
12

#### 13 VII. WORK TO BE PERFORMED

14 All response work performed pursuant to this Consent Order  
15 shall be under the direction and supervision of a qualified  
16 professional engineer or a certified geologist with expertise in  
17 hazardous waste site investigation. Within twenty-one (21) days  
18 of the effective date of this Order, Respondent shall notify EPA  
19 in writing of the name, title, and qualifications of such  
20 engineer or geologist and of any contractors and/or  
21 subcontractors to be used in carrying out the terms of this  
22 Consent Order. The qualifications of the persons undertaking the  
23 work for Respondent shall be subject to EPA's review and  
24 approval. EPA shall issue its approval or disapproval within ten  
25 (10) days after Respondent's delivery of notification of the  
26 identity of such persons. If EPA disapproves, in writing, of the

1 technical qualifications of any persons(s), Respondent shall  
2 notify EPA within twenty-one (21) days of delivery of EPA's  
3 written disapproval, of the identity and qualifications of the  
4 replacement(s). If EPA disapproves of any such persons, EPA  
5 agrees to consider Respondent's request for an extension of any  
6 deadlines provided for in this Consent Order and in the RI SOW  
7 (Attachment A), and to grant an extension of time, in an amount  
8 to be determined by EPA, if EPA determines that Respondent is  
9 proceeding in good faith to retain a qualified engineer or  
10 geologist. If EPA subsequently disapproves of the  
11 replacement(s), EPA reserves its rights under CERCLA and the NCP  
12 to conduct a complete RI, to seek reimbursement for costs from  
13 Respondent, and/or to enforce this Order.

14 Subsequent to the selection of the engineer or geologist as  
15 described above, Respondent may propose that different  
16 individuals, contractors, and/or subcontractors direct and  
17 supervise the work required by this Order. If Respondent wishes  
18 to propose such a change, Respondent shall notify EPA in writing  
19 of the name, title, and qualifications of the proposed  
20 individuals and the names of principal contractors and/or  
21 subcontractors proposed to be used in carrying out the work  
22 required by this Order. Any such individual, contractors and/or  
23 subcontractors shall be subject to approval by EPA. EPA shall  
24 give Respondent its approval or disapproval within thirty days of  
25 receiving from Respondent the information required by this  
26 paragraph. The naming of any replacement(s) by Respondent shall

1 not relieve Respondent of any of its obligations to perform the  
2 work required by this Order. A subsequent disapproval of the  
3 replacement(s) shall be deemed a failure to comply with this  
4 Order.

5  
6 EPA hereby orders and Respondent hereby agrees that the  
7 following work shall be performed by Respondent:

8 A. Respondent shall perform the tasks and submit the  
9 reports described in the RI SOW (Attachment A), including but not  
10 limited to preparation of the Investigation Plan, the Groundwater  
11 Plan, and the Health and Safety Plan; performance of the field  
12 work described in the Investigation Plan and the Groundwater  
13 Plan; and preparation of a Focused Remedial Investigation Report.  
14 All such work shall be conducted in accordance with Attachment A,  
15 Attachment B (Field and Analytical Methods for SIBW Site),  
16 Attachment C (Well Installation Locations), CERCLA, the NCP, and  
17 applicable EPA guidance. EPA will prepare the Risk Assessment  
18 portion of the RI pursuant to applicable EPA guidance.

19 B. Respondent shall submit the deliverables listed in  
20 Section VII.C.1 of this Consent Order to EPA. Section VII.C.1  
21 describes the type of review that EPA will conduct (either  
22 "Review and Comment" or "Review and Approve") and the schedule  
23 for submittal of deliverables. The Monthly Status Reports shall  
24 contain the information listed below. All other deliverables  
25 shall include the items described in the RI SOW. All draft  
26 deliverables must contain sufficient information to allow for

1 EPA's detailed technical review and comment. Failure to submit  
2 sufficient information in a draft deliverable for EPA's review  
3 and comment will be deemed a failure to submit that draft  
4 deliverable and may subject Respondent to stipulated penalties in  
5 accordance with Article XIII of this Consent Order. Regular  
6 communication and open discussions between Respondent and EPA  
7 will be necessary to assure that deliverables contain sufficient  
8 detail.

9 C. All reports, plans, specifications, schedules, and  
10 attachments required by this Consent Order shall, upon approval  
11 by EPA, be incorporated into this Consent Order. Any  
12 non-compliance with such EPA-approved reports (except for  
13 projections in monthly status reports), plans, specifications,  
14 schedules, and attachments shall be considered a violation of  
15 this Consent Order and may subject Respondent to stipulated  
16 penalties in accordance with Article XIII of this Consent Order.  
17 For purposes of this Consent Order, "day" means calendar day  
18 unless otherwise specified in this Consent Order.

19 1. Deliverables:

20 a) **Monthly Status Reports** - REVIEW AND COMMENT

21 - Due the 10th of every month commencing on the first month  
22 after the effective date of this Consent Order.

23 (1) A description of progress made during the  
24 reporting period.

25 (2) A summary of items submitted to EPA under the  
26 Consent Order during the reporting period.

1           (3) A list of samples submitted to chemical  
2 laboratories, including those for which analyses have been  
3 returned, and those for which analyses have not been returned  
4 during the reporting period.

5           (4) Results of all sampling and/or tests or other  
6 technical data generated by Respondent or on Respondent's behalf  
7 during the previous month.

8           (5) A description of work planned for the next two  
9 months with schedules included.

10          (6) A description of all problems encountered,  
11 solutions developed and implemented for those problems, and  
12 problems anticipated within the next two months.

13          b) **Investigation Plan**

14                   Mid-Point Draft     - REVIEW AND COMMENT

- 15   - Due forty-five (45) days after  
16   EPA's approval of the  
17   contractor or consultant  
18   performing the remedial  
19   investigation

- 20   - Shall include items A through  
21   G as described in Section V of  
22   Attachment A

23                   Final Draft         - REVIEW AND COMMENT

- 24   - Shall include all items A  
25   through M as described in  
26   Section V of Attachment A

1 - Due within thirty (30) days of  
2 receipt of EPA's comments on  
3 the Mid-Point Draft.

4 Final

- REVIEW AND APPROVE

5 c) **Groundwater Plan**

6 Draft

- REVIEW AND COMMENT

7 - Due forty-five (45) days after  
8 EPA's approval of the  
9 contractor or consultant  
10 performing the remedial  
11 investigation

12 Final

- REVIEW AND APPROVE

13 d) **Health and Safety Plan**

- REVIEW AND COMMENT

14 - Due fifteen (15) days after  
15 the final draft Investigation  
16 Plan is submitted

17 e) **Focused Remedial Investigation Report**

18 Draft

- REVIEW AND COMMENT

19 - Due ninety (90) days after  
20 field work is completed

21 Final

- REVIEW AND APPROVE

22  
23 This work shall be consistent with all applicable  
24 requirements of CERCLA and the NCP and shall be conducted in  
25 accordance with EPA RI/FS guidance (e.g., "Guidance for  
26 Conducting Remedial Investigations and Feasibility Studies Under



1 CERCLA," Interim Final, October 1988) and any EPA updates or  
2 revisions to those guidances, and with the standards and  
3 specifications contained in the approved RI SOW. The RI SOW is  
4 not subject to Dispute Resolution (Article XII) procedures.

5 D. EPA shall, as indicated above, review, comment upon, and  
6 approve or disapprove each report, document or other deliverable.  
7 Within the time period scheduled for review of Respondent's  
8 submittals, EPA shall notify Respondent in writing of EPA's  
9 approval or disapproval or if additional review time is required.  
10 In the event of any disapproval, EPA shall specify the reasons  
11 for such disapproval and recommended modifications.

12 1. Within fourteen (14) days of submittal of the Mid-Point  
13 Draft of the Investigation Plan, and upon no less than five (5)  
14 days notice to Respondent, EPA shall hold a meeting with  
15 Respondent to discuss the Mid-Point Draft and to provide EPA's  
16 verbal or written comments.

17 2. Within thirty (30) days, or more if needed, of receipt  
18 of Respondent's final draft submittal pursuant to Section  
19 VII(C)(1)(b) and draft submittals pursuant to Sections VII(C)(1)  
20 (c) and (d), EPA shall submit to Respondent its comments.  
21 Respondent shall submit its final deliverables incorporating  
22 EPA's comments within thirty (30) days of receiving EPA's  
23 comments.

24 3. Within forty-five (45) days, or more if needed, of  
25 receipt of Respondent's submittal pursuant to Section  
26 VII(C)(1)(e), EPA shall submit to Respondent its comments.

1 Respondent shall submit its final deliverable incorporating EPA's  
2 comments within thirty (30) days of receiving EPA's comments.

3 4. EPA shall review, comment upon, and approve or  
4 disapprove each final report prepared by Respondent. Respondent  
5 may begin Dispute Resolution (Section XII) procedures, if  
6 appropriate, only after it receives EPA's disapproval of the  
7 amended deliverable.

8 E. In the event of unanticipated or changed circumstances  
9 at the Site, Respondent shall notify the EPA Project Coordinator  
10 by telephone within twenty-four (24) hours of the discovery of  
11 the unanticipated or changed circumstances. An unanticipated  
12 circumstance is deemed to have occurred if Respondent, proceeding  
13 in good faith and with due diligence, lacks a reasonable basis  
14 for expecting the circumstance to occur.

15 F. EPA may determine that additional tasks, including, but  
16 not limited to, remedial investigatory work, engineering  
17 evaluation, or tasks added in response to public comment are  
18 necessary as part of the RI, not inconsistent with CERCLA or the  
19 NCP. Respondent agrees to implement any additional tasks which  
20 EPA determines are necessary, and which EPA determines are  
21 related to the remedial investigation required by this Consent  
22 Order. The additional work shall be completed in accordance  
23 with the standards, specifications, requirements, and schedules  
24 determined or approved by EPA.

25 G. All documents, including progress and technical reports,  
26 approvals, disapprovals, and other correspondence to be

1 submitted, and all notices to be given pursuant to this Consent  
2 Order, shall be sent to the following addresses or to such other  
3 addresses as the parties hereafter may designate in writing, and  
4 shall be deemed submitted on the date received by EPA or  
5 Respondent.

6 1. Documents to be submitted to EPA shall be sent to:

7 Frederick K. Schauffler  
8 Remedial Project Manager (H-7-2)  
9 Hazardous Waste Management Division  
10 U.S. EPA, Region 9  
11 75 Hawthorne Street  
12 San Francisco, CA 94105

13 2. Copies shall be sent to:

14 a) Paul D. Kunkel

15 CH2M-Hill  
16 P.O. Box 28440  
17 Tempe, AZ 85285-8440

18 b) Byron James

19 Arizona Department of Environmental Quality  
20 Remedial Projects Unit  
21 P.O. Box 600  
22 Phoenix, Arizona 85001-0600

23 3. Documents to be submitted to Respondent shall be sent  
24 to:

25 Robert M. Barnes  
26 Unitog Rental Services, Inc.

1                   101 West 11th Street  
2                   Kansas City, Missouri 64105-1856  
3

4                   VIII. DESIGNATED PROJECT COORDINATORS

5           A. On or before the effective date of this Consent Order,  
6 EPA shall designate a Project Coordinator who shall have the  
7 authorities, duties, and responsibilities vested in the Remedial  
8 Project Manager by the National Contingency Plan. Within seven  
9 (7) days after the effective date of this Order, Respondent  
10 shall also designate a Project Coordinator who shall be  
11 responsible for overseeing the implementation of this Consent  
12 Order. EPA and Respondent shall each notify the other of the  
13 name, address and telephone number of the Designated Project  
14 Coordinator in accordance with Section VII(G). The EPA Project  
15 Coordinator will be EPA's designated representative at the Site.  
16 To the maximum extent possible, all oral communications between  
17 Respondent and EPA concerning the activities performed pursuant  
18 to this Order shall be directed through the Project Coordinators.  
19 All documents, including progress and technical reports,  
20 approvals, and other correspondence concerning the activities  
21 performed pursuant to the terms and conditions of this Consent  
22 Order, shall be delivered in accordance with Section VII(G)  
23 above.

24           B. EPA and Respondent may change their respective Project  
25 Coordinators by notifying the other party in writing at least one  
26 week prior to the change in accordance with Section VII(G),

1 except in case of emergency, in which case notification shall be  
2 made orally followed by written notification as soon as possible.

3 C. Consistent with the provisions of this Consent Order,  
4 the EPA Project Coordinator shall also have the authority vested  
5 in the On-Scene-Coordinator ("OSC") by the NCP, unless EPA  
6 designates a separate individual as OSC, who shall then have such  
7 authority. This includes, but is not limited to, the authority  
8 to halt, modify, conduct, or direct any tasks required by this  
9 Consent Order and/or undertake any response actions (or portions  
10 of the response action) when conditions present or may present a  
11 threat to public health or welfare or the environment as set  
12 forth in the NCP.

13 D. The absence of the EPA Project Coordinator or OSC from  
14 the Site shall not be cause for the stoppage of work.

#### 16 IX. SITE ACCESS

17 A. To the extent that Respondent requires access to land  
18 other than land it owns, Respondent will use its best efforts to  
19 obtain access agreements from the present owners or lessees  
20 within sixty (60) days of the approval of the well location for  
21 which such access is necessary. Such agreements shall provide  
22 reasonable access for EPA, its contractors and oversight  
23 officials, the state and its contractors, and Respondent and its  
24 authorized representatives. For the purposes of this paragraph,  
25 "best efforts" includes, but is not limited to, the payment of a  
26 reasonable amount of money as consideration for access. In the

1 event that Respondent is not able to obtain site access to  
2 property owned or controlled by persons or entities other than  
3 Respondent, Respondent shall notify EPA promptly regarding its  
4 failure to obtain access, the reasons for the lack of access, and  
5 the nature of its efforts to obtain such access.

6 B. Respondent shall not convey any right, title or other  
7 interest in the Property without a deed restriction or  
8 contractual restriction that permits the continuous  
9 implementation of the provisions of this Consent Order, which  
10 deed restriction or contractual restriction shall be subject to  
11 the prior written approval of EPA.

12 C. Respondent shall permit EPA, and/or its authorized  
13 representatives, to have reasonable access at all times to the  
14 Site to monitor any activity conducted pursuant to the RI SOW and  
15 to conduct such tests or investigations as EPA deems necessary.  
16 Nothing in this Consent Order shall limit EPA's authority under  
17 federal law to gain access to the Site.

18  
19 X. SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

20 A. Respondent shall, upon request, provide EPA with all  
21 information regarding hazardous substance contamination at, or  
22 released from, the Site, which is in its possession or control  
23 or that of its contractors, officers, directors, employees,  
24 agents, or consultants, including, but not limited to:

25 - The results and Quality Assurance/Quality Control (QA/QC)  
26 documentation of all sampling and/or tests or other technical

1 data generated by Respondent or on Respondent's behalf with  
2 regard to soil, ground water, surface water, or air contamination  
3 by hazardous substances, pollutants, or contaminants at the Site,  
4 regardless of whether such data is gathered as part of the work  
5 performed by Respondent pursuant to this Order. Details and  
6 documentation of all sampling and analysis data collection  
7 completed during the previous month shall be presented in the  
8 next monthly status report;

9 - Previous environmental studies or reports;

10 - Communications between Respondent and all local, state  
11 and federal authorities;

12 - All permits from local, state and federal authorities  
13 regarding hazardous substance use, storage and contamination at  
14 the Site.

15 B. At the request of EPA, Respondent shall provide split or  
16 duplicate samples to EPA and/or its authorized representatives of  
17 any samples collected by Respondent including those taken as part  
18 of the RI work. Respondent shall notify EPA of any planned  
19 sample collection activity in the preceding monthly report, or,  
20 if circumstances preclude notice in the preceding monthly report,  
21 no later than seven days prior to the sampling event.

22 C. Respondent shall use the quality assurance, quality  
23 control, and chain of custody procedures described in the "NEIC  
24 Policies and Procedures Manual," May 1978, revised May 1986,  
25 EPA-330/9-78-001-R; "Interim Guidelines and Specifications for  
26 Preparing Quality Assurance Project Plans," December 1980,

1 QAMS-005/80; and "Standard Field and Analytical Procedures -  
2 South Indian Bend Wash Site, Tempe, Arizona" (Attachment B to  
3 this Order), and any EPA updates or revisions to these guidances,  
4 while conducting all sample collection and analysis activities  
5 required by the Consent Order. Respondent shall consult with EPA  
6 in planning for and prior to, all sampling and analysis as  
7 detailed in the RI SOW. To provide quality assurance and  
8 maintain quality control, Respondent shall:

9 1. Use a laboratory which has a documented Quality  
10 Assurance Program that complies with EPA guidance document QAMS-  
11 005/80.

12 2. Ensure that EPA personnel and/or EPA authorized  
13 representatives are allowed access to the laboratory and  
14 personnel utilized by Respondent for analysis.

15 3. Ensure that the laboratory used by Respondent for  
16 analysis performs according to a method or methods deemed  
17 satisfactory to EPA and submits all protocols to be used for  
18 analysis to EPA at least ten (10) days before beginning analysis.

19 D. Respondent shall permit EPA and its authorized  
20 representatives, upon EPA's request, to inspect and copy all  
21 records, documents, and other writings and computer disks,  
22 including all sampling and monitoring data, in its and its  
23 contractors' and representatives' possession or control, that in  
24 any way concern soil, ground water, surface water or air  
25 contamination at the Site. Nothing in this Consent Order shall  
26 be interpreted as limiting EPA's inspection authority under



1 federal law.

2 E. Respondent may assert a confidentiality claim, to the  
3 extent permitted by 42 U.S.C. § 9604(e)(7), covering information  
4 requested by this Consent Order, except that data covered by  
5 Section 104(e)(7)(F) of CERCLA (42 U.S.C. § 9604(e)(7)(F)) shall  
6 not be claimed as confidential by Respondent and shall be  
7 provided to EPA by Respondent. Information determined to be  
8 confidential by EPA will be afforded the protection specified in  
9 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the  
10 information when it is submitted to EPA, in the form described in  
11 40 C.F.R. § 2.203(b), it may be made available to the public by  
12 EPA without further notice to Respondent.

13 F. If, at any time during the RI process, Respondent  
14 becomes aware of the need for additional data beyond the scope of  
15 the RI SOW, Respondent shall have an affirmative obligation to  
16 submit to the EPA Project Coordinator within twenty (20) days a  
17 memorandum documenting the need for additional data.

18 G. All data, factual information, and documents submitted  
19 by Respondent to EPA pursuant to this Consent Order, except as  
20 set forth in Sections VI.F and X.E. above, shall be subject to  
21 public inspection and copying.

## 22 23 XI. RECORD PRESERVATION

24 Respondent agrees that it shall retain, during the pendency  
25 of this Consent Order and for a minimum of six (6) years after  
26 the issuance of the later of the final soil or groundwater

1 Records of Decision for the SIBW Site, a central depository of  
2 the records and documents required to be prepared under the RI  
3 SOW. Respondent shall cause to be retained copies of all  
4 documents that relate to hazardous waste contamination at the  
5 Site and which are in the possession or control of its employees,  
6 agents, accountants, contractors, and attorneys. After this six  
7 year period, Respondent shall notify EPA at least thirty (30)  
8 days before the documents are scheduled to be destroyed. If EPA  
9 requests that the documents should be saved, Respondent shall, at  
10 no cost to EPA, provide EPA with the documents or copies of the  
11 documents.

## 12 XII. DISPUTE RESOLUTION

13 If Respondent objects to any EPA decision or determination  
14 pursuant to Section VII(B), (D), or (F), Section IX (Site  
15 Access), Section XVI(D) (Response Costs - accounting errors,  
16 statute of limitations, or inconsistency with the NCP), or to any  
17 other EPA decision giving rise to imposition of stipulated  
18 penalties, Respondent shall notify EPA in writing of its  
19 objections within ten (10) calendar days of receipt of the  
20 decision. Respondent's notification shall cite this provision of  
21 the Order and the basis of its objections. EPA and Respondent  
22 will then have an additional ten (10) calendar days from receipt  
23 by EPA of the notification of objection to reach agreement  
24 through informal negotiations. If no agreement is reached during  
25 the period of informal negotiations, then Respondent shall so  
26 notify EPA within seven (7) days of the end of the period of

1 informal negotiations. Respondent's notification shall cite this  
2 provision of the Order and the basis for its objections. EPA  
3 and Respondent shall then have an additional ten (10) days from  
4 receipt by EPA of the notification of failure to reach agreement.  
5 At the end of the ten (10) day discussion period, EPA shall  
6 provide a written statement of its decision to Respondent.  
7 Respondent shall then implement EPA's decision. Use of the  
8 dispute resolution provision will not relieve Respondent of its  
9 duty to complete the other tasks required under this Consent  
10 Order in a timely manner in accordance with the schedule, unless  
11 EPA agrees to an extension or modification of Respondent's duty.  
12 This dispute resolution provision and EPA's decision pursuant to  
13 this provision do not grant or imply jurisdiction to any court to  
14 review EPA's decisions pursuant to this Consent Order.

#### 15 16 XIII. STIPULATED PENALTIES

17 A. Except with respect to any extensions or modifications  
18 allowed by EPA in writing, or excused by the provisions of  
19 Section XIV (Force Majeure), or as otherwise resolved after  
20 Dispute Resolution, for each day in which Respondent fails to  
21 comply with the requirements of this Order, Respondent will be  
22 liable for the sums set forth below as stipulated penalties.  
23 Compliance by Respondent shall mean implementation of the  
24 activities required under this Order and its appendices, in  
25 accordance with all applicable requirements of law, this Order,  
26 the SOW, and within the time periods specified in this Order.

1 These penalties shall accrue commencing upon the earlier of the  
2 following occurrences: the failure of Respondent to meet the  
3 schedule specified or modified by EPA in the RI SOW (Attachment  
4 A); or Respondent's receipt of written notice from EPA that a  
5 violation of this Consent Order has occurred. EPA's written  
6 notice shall identify the provision of this Order that it  
7 believes Respondent has violated and shall describe the nature of  
8 the violation. The calculation of the amount of the stipulated  
9 penalties is not subject to Dispute Resolution (Article XII).  
10 Dispute Resolution shall not stay the accrual of these stipulated  
11 penalties.

12 B. Stipulated penalties shall accrue in accordance with the  
13 following schedule:

14 1. For late or otherwise noncomplying submission of a  
15 Monthly Progress Report: Three Hundred dollars (\$300) per day.

16 2. For late or otherwise noncomplying submission of any  
17 deliverable other than a Monthly Progress Report or for any other  
18 failure to comply with the requirements of this Order:

<u>Period of Failure to Comply</u>	<u>Penalty per Violation per Day</u>
1st through 14th day	\$500
15th through 30th day	\$2,500
31st through 45th day	\$7,000
46th day and beyond	\$10,000

24 C. Respondent's payment of stipulated penalties shall be  
25 due thirty (30) days after demand by the Director, Hazardous  
26 Waste Management Division, U.S. EPA, Region 9, and shall be by

1 certified check made payable to the United States Treasury and  
2 addressed to:

3 U.S. Environmental Protection Agency  
4 Region 9, Attn: Superfund Accounting  
5 P.O. Box 360863M  
6 Pittsburgh, PA 15251

7 Respondent shall send a cover letter with any check and the  
8 letter shall identify the Site and the SIBW Site by name and EPA  
9 Superfund Site Number 9TY3 and make reference to this Consent  
10 Order. Respondent shall send simultaneously to the EPA Project  
11 Coordinator a notification of any penalty paid, including a  
12 photocopy of the check and the cover letter.

13 D. The stipulated penalties provisions do not preclude EPA  
14 from pursuing any other remedies or sanctions which are available  
15 to EPA because of Respondent's failure to comply with this  
16 Consent Order. EPA will notify Respondent of its determination  
17 to pursue other remedies or sanctions.

18  
19 XIV. FORCE MAJEURE

20 A. If an event occurs which causes delay in the performance  
21 by Respondent of its obligations under this Consent Order,  
22 Respondent shall have the burden of proving that the delay was  
23 caused by circumstances beyond the control of Respondent, its  
24 contractors, and agents and that cannot be overcome by their due  
25 diligence. Economic hardship, temperature typical for Arizona,  
26 and increased costs of performance shall not be considered events

1 beyond the control of Respondent, its contractors, and agents and  
2 shall not trigger the force majeure clause. In the event of a  
3 force majeure, the time for performance of the activity delayed  
4 by the force majeure shall be extended for the time period of the  
5 delay attributable to the force majeure. The time for  
6 performance of any activity dependent on the delayed activity  
7 shall be similarly extended, except to the extent that the  
8 dependent activity can be implemented in a shorter time. EPA  
9 shall determine whether subsequent requirements are to be delayed  
10 and the time period granted for any delay. Respondent shall  
11 adopt all reasonable measures to avoid or minimize any delay  
12 caused by a force majeure.

13 B. When an event occurs or has occurred that may delay or  
14 prevent the performance of any obligation under this Consent  
15 Order, which Respondent believes is due to force majeure,  
16 Respondent shall notify by telephone the EPA Project Coordinator,  
17 or, in his/her absence, the Director of the Hazardous Waste  
18 Management Division of EPA, Region 9, within forty-eight (48)  
19 hours of the time when Respondent knew or should have known of  
20 the commencement of such event. Oral notification shall be  
21 followed by written notification, given within seven business  
22 days of the time when Respondent knew or should have known of the  
23 event causing the delay or anticipated delay. The written  
24 notification shall fully describe: the reasons for the delay; the  
25 reasons the delay is beyond the control of Respondent, its  
26 contractors, and agents; the anticipated duration of the delay;

1 actions taken or to be taken to prevent or minimize the delay; a  
2 schedule for implementation of any measures to be taken to  
3 mitigate the effect of the delay; and any aspects of the event  
4 which may cause or contribute to an endangerment to public  
5 health, welfare, or the environment.

6 C. Failure of Respondent to comply with the force majeure  
7 notice requirements will be deemed an automatic forfeiture of its  
8 right to request a delay.

9 D. If EPA and Respondent cannot agree that any delay in  
10 compliance with the requirements of this Consent Order has been  
11 or will be caused by circumstances beyond the control of  
12 Respondent, its contractors, and agents, or on the duration of  
13 any delay necessitated by a force majeure event, the dispute  
14 shall be resolved according to the dispute resolution provisions  
15 in Article XII. Respondent shall have the burden of proving by  
16 clear and convincing evidence that the delay was caused by  
17 circumstances beyond the control of Respondent, its contractors,  
18 and agents; that reasonable measures were taken to avoid or  
19 minimize delay; and that the delay is necessary for the period  
20 requested.

## 21 22 XV. RESERVATION OF RIGHTS

23 Notwithstanding compliance with the terms of this Consent  
24 Order, including the completion of an EPA approved Remedial  
25 Investigation, Respondent is not released from liability, if any,  
26 for any additional actions beyond the terms of this Consent Order

1 taken by EPA respecting the IBW Site. EPA reserves the right to  
2 take any enforcement action pursuant to CERCLA and/or any other  
3 legal authority, including the right to seek injunctive relief,  
4 monetary penalties, and punitive damages for any violation of law  
5 or this Consent Order. EPA expressly reserves all rights and  
6 defenses that it may have, including EPA's right both to  
7 disapprove of work performed by Respondent and to require that  
8 Respondent perform tasks in addition to those detailed in the RI  
9 SOW, as provided in this Consent Order. EPA reserves the right  
10 to undertake removal actions and/or remedial actions at any time.  
11 EPA reserves the right to seek reimbursement from Respondent for  
12 costs incurred by the United States.

13  
14 XVI. REIMBURSEMENT OF RESPONSE AND OVERSIGHT COSTS

15 A. EPA will submit to Respondent documentation for all  
16 response and oversight costs, including indirect costs, incurred  
17 by EPA associated with the Site and directly identifiable with  
18 the Site. Respondent shall reimburse EPA for all past response  
19 costs, which are currently estimated to be \$30,000. With respect  
20 to costs incurred up to and including July 31, 1992, Respondent  
21 shall be obligated to reimburse EPA up to \$30,000 pursuant to  
22 this Order, and all past costs in excess of \$30,000, if any,  
23 shall be recoverable by EPA outside the scope of this Order. In  
24 addition, no more often than annually, EPA shall submit to  
25 Respondent documentation for all future response and oversight  
26 costs incurred by the U.S. Government with respect to this



1 Consent Order. EPA's Cost Documentation Management System  
2 summary data (CDMS Reports) shall serve as the documentation for  
3 payment demands. Upon request from Respondent, EPA shall also  
4 provide the EPA contractor's workplan or a narrative description  
5 of the EPA contractor's work.

6 A cost shall be deemed to have been "incurred" for purposes  
7 of this section as of the date it is paid by EPA. If a cost was  
8 paid on or prior to July 31, 1992, but was not yet recorded  
9 against the site-specific account number in EPA's accounting  
10 system, the cost shall not be considered to have been incurred as  
11 of July 31, 1992, and shall be deemed to be a "future response  
12 cost" which Respondent shall reimburse as set forth above.

13 B. Respondent shall, within thirty (30) calendar days of  
14 receipt of each documentation, remit a check for the amount of  
15 those costs which it does not dispute made payable to the  
16 Hazardous Substance Response Trust Fund. Interest shall accrue  
17 from the later of: the date payment of a specified amount is  
18 demanded in writing; or the date of the expenditure. The  
19 interest rate is the rate of interest on investments for the  
20 Hazardous Substances Superfund described in Section 107(a) of  
21 CERCLA.

22 C. Checks shall specifically refer to the Site and the SIBW  
23 Site, the EPA Superfund Site Number 9TY3 and this Consent Order  
24 and be addressed to:

25 U.S. Environmental Protection Agency  
26 Region 9, Attn: Superfund Accounting

1 P.O. Box 360863M

2 Pittsburgh, PA 15251

3 A copy of the transmittal letter and the check shall be sent  
4 simultaneously to the EPA Project Coordinator.

5 D. Respondent agrees to limit any dispute concerning costs  
6 to accounting errors, statute of limitations, and the inclusion  
7 of costs inconsistent with the NCP. Respondent shall identify  
8 any contested costs and the basis of its objection. All  
9 undisputed costs shall be remitted by the Respondent in  
10 accordance with the schedule set forth above. Disputed costs  
11 shall be paid by Respondent into an escrow account while the  
12 dispute is pending. Respondent bears the burden of establishing  
13 an EPA accounting error, or a statute of limitations bar, or the  
14 inclusion of costs inconsistent with the NCP.

15 E. EPA reserves the right to bring an action against  
16 Respondent pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607,  
17 for recovery of all response and oversight costs incurred by the  
18 United States related to this Consent Order and not reimbursed by  
19 Respondent as well as any other unreimbursed past and future  
20 costs incurred by the United States in connection with response  
21 activities conducted pursuant to CERCLA at the SIBW Site.

22  
23 XVII. OTHER CLAIMS

24 A. This Consent Order does not release Respondent from any  
25 claim, cause of action or demand in law or equity.

26 B. In entering into this Consent Order, Respondent waives

1 any right to seek reimbursement or present any claim under  
2 Sections 106, 111, or 112 of CERCLA, 42 U.S.C. §§ 9606, 9611, or  
3 9612, for any work performed pursuant to this Consent Order and  
4 any modifications thereto.

5 C. With regard to claims for contribution brought against  
6 Respondent, Respondent is, as a consequence of its settlement  
7 with EPA, entitled to such protection from contribution claims as  
8 is provided by CERCLA Section 113(f)(2), 42 U.S.C. Section  
9 9613(f)(2).

10 D. As between Respondent and EPA, Respondent shall bear its  
11 own attorneys fees and costs with respect to all matters  
12 associated with this Consent Order.

13  
14 XVIII. OTHER APPLICABLE LAWS

15 Respondent shall undertake all actions required by this  
16 Consent Order in accordance with the requirements of all  
17 applicable local, state, and federal laws and regulations unless  
18 an exemption from such requirements is specifically provided in  
19 this Consent Order.

20  
21 XIX. FINANCIAL ASSURANCE, INSURANCE AND INDEMNIFICATION

22 A. Respondent shall establish a financial guarantee, meet a  
23 financial test, maintain a financial instrument or trust account  
24 or other financial mechanism, funded sufficiently to perform the  
25 work and any other obligations required under this Consent Order,  
26 including a margin for cost overruns, as provided in 40 C.F.R.

1 Section 264.143(f). Within thirty (30) days after the effective  
2 date of this Consent Order, and within ninety (90) days after the  
3 close of Unitog's fiscal year and each succeeding fiscal year,  
4 Respondent shall establish the financial guarantee, submit  
5 evidence that it meets the financial test, or fund the financial  
6 instrument or trust account sufficiently to perform the work and  
7 other activities required under this Consent Order projected for  
8 the period beginning with the effective date of the Order through  
9 June 1993. Beginning July 1, 1993, and on or before the 15th  
10 calendar day of each calendar year quarter thereafter, in the  
11 event Respondent has not established the financial guarantee or  
12 met the applicable financial test in accordance with 40 C.F.R.  
13 Section 264.143(f), Respondent shall fund the financial  
14 instrument or trust account sufficiently to perform the work and  
15 other activities required under this Order projected for the  
16 succeeding calendar year quarter.

17 B. If at any time the net worth of the financial instrument  
18 or trust account is insufficient to perform the work and other  
19 activities under the Order for the upcoming quarter, Respondent  
20 shall provide written notice to EPA within seven (7) days after  
21 the net worth of the financial instrument or trust account  
22 becomes insufficient. The written notice shall describe why the  
23 financial instrument or trust account is funded insufficiently  
24 and explain what actions have been or will be taken to fund the  
25 financial instrument or trust account adequately.

26 C. Prior to commencement of any work under this Order,

1 Respondent shall secure, or shall ensure and guarantee that its  
2 contractors and subcontractors secure, and maintain in force  
3 until completion of remedial investigative activities required by  
4 this Order, Comprehensive General Liability ("CGL") and  
5 automobile insurance, with limits of three million dollars,  
6 combined single limit, naming as insured the United States. The  
7 CGL insurance shall include Contractual Liability Insurance in  
8 the amount of one million dollars per occurrence, and Umbrella  
9 Liability Insurance in the amount of two million dollars per  
10 occurrence.

11 D. Respondent shall also secure, or shall ensure and  
12 guarantee that its contractors and subcontractors secure, and  
13 maintain in force until completion of RI activities required by  
14 this Order and for two years thereafter, Pollution Liability  
15 Insurance in the amount of one million dollars per occurrence,  
16 covering as appropriate both general liability and professional  
17 liability arising from pollution conditions, if available at a  
18 reasonable cost.

19 Respondent shall also secure, or shall ensure and guarantee  
20 that its contractors and subcontractors secure, and maintain in  
21 force until completion of RI activities required by this Order,  
22 Professional Errors and Omissions Insurance in the amount of one  
23 million dollars per occurrence.

24 E. Until completion of RI activities required by this  
25 Order, and for two years thereafter, Respondent shall satisfy, or  
26 shall ensure that its contractors or subcontractors satisfy, all

1 applicable laws and regulations regarding the provision of  
2 employer's liability insurance and worker's compensation  
3 insurance for all persons performing work on behalf of the  
4 Respondent, in furtherance of this Order.

5 F. If Respondent demonstrates by evidence satisfactory to  
6 EPA that any contractor or subcontractor maintains insurance  
7 equivalent to that described above, or insurance covering the  
8 same risks but in a lesser amount, then with respect to that  
9 contractor or subcontractor Respondent need provide only that  
10 portion of the insurance described above which is not maintained  
11 by the contractor or subcontractor.

12 G. Prior to commencement of any work under this Order, and  
13 annually thereafter on the anniversary date of the effective date  
14 of this Order, Respondent shall provide to EPA certificates of  
15 such insurance and a copy of each insurance policy.

16 H. At least seven (7) days prior to commencing any work  
17 under this Order, Respondent shall certify to EPA that it or its  
18 contractor has obtained the required insurance.

19 I. Respondent agrees to indemnify and hold the United  
20 States Government, its agencies, departments, agents,  
21 contractors, and employees, harmless from any and all claims or  
22 causes of action arising from or on account of the negligent or  
23 willful acts or omissions of Respondent, its officers, employees,  
24 receivers, trustees, agents, or assigns, in carrying out the  
25 activities pursuant to this Consent Order. EPA is not a party  
26 in any contract involving the Respondent at the Site.

1                   XX.   COMMUNITY RELATIONS/PUBLIC COMMENT

2           EPA will implement a Community Relations Program in  
3 accordance with Agency policies, guidance documents, and public  
4 comment policy. Respondent shall participate in the community  
5 relations activities when deemed appropriate by EPA. EPA will  
6 determine a reasonable and appropriate role for Respondent under  
7 the program.

8  
9                   XXI.   EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

10          A.   This Order is effective on the date signed by EPA.

11          B.   No informal advice, guidance, suggestions, or comments  
12 by EPA regarding reports, plans, specifications, schedules, or  
13 any other writing submitted by Respondent will be construed as  
14 relieving Respondent of its obligation to obtain such formal  
15 approval as may be required by this Consent Order. The attached  
16 SOW will be subject to public comment following the signing of  
17 this Order. EPA may make changes to the SOW that are not  
18 inconsistent with CERCLA and the NCP based on the public comment.

19          C.   All deliverables, plans, technical memoranda, reports  
20 (other than projections in monthly status reports),  
21 specifications, schedules and attachments required by this  
22 Consent Order are, upon approval by EPA, incorporated into this  
23 Consent Order. Non-compliance with such EPA approved reports,  
24 plans, specifications, schedules, and attachments shall be  
25 considered a failure to achieve the requirements of this Consent  
26 Order and may subject the Respondent to the penalties set forth

1 in Article XIII.

2 D. This Consent Order may be amended by mutual consent of  
3 EPA and Respondent. Amendments shall be in writing and shall be  
4 effective when signed by EPA. EPA Project Coordinators and  
5 Remedial Project Managers do not have authority to sign  
6 amendments to this Consent Order, but Remedial Project Managers  
7 have the authority to modify the schedule of work by letter to  
8 Respondent.

9  
10 XXII. PARTIES BOUND

11 This Consent Order shall apply to and be binding upon  
12 Respondent and its agents, successors, and assignees (but not its  
13 officers and directors) and upon EPA. No change in ownership or  
14 corporate or partnership status will alter Respondent's  
15 obligations under this Consent Order. The signatories to this  
16 Consent Order represent and warrant that they are authorized to  
17 execute and legally bind the parties they represent to this  
18 Consent Order. Respondent shall provide to EPA concurrently with  
19 its execution of this Order, a duly authorized and executed  
20 resolution of its Board of Directors which approves Respondent's  
21 execution of this Order. Respondent shall provide a copy of this  
22 Consent Order to all contractors, sub-contractors, laboratories,  
23 and consultants retained to conduct any portion of the work  
24 performed pursuant to this Consent Order within fourteen (14)  
25 calendar days of the effective date of this Consent Order or  
26 within fourteen (14) days of the date of such retention.



1 Respondent shall provide a copy of this Consent Order to any  
2 subsequent owner(s) or successor(s) before ownership rights are  
3 transferred and shall deliver to EPA prior to transfer of  
4 ownership rights an assumption of Respondent's obligations under  
5 this Consent Order, executed by the transferee, the form and  
6 substance of which shall be subject to EPA's prior written  
7 approval.

8  
9 XXIII. NOTICE TO THE STATE

10 EPA is notifying the State of Arizona of this Consent Order  
11 by providing the State with a copy of this Consent Order  
12 including the RI SOW.

13  
14 XXIV. TERMINATION AND SATISFACTION

15 The provisions of the Consent Order shall be deemed  
16 satisfied upon Respondent's receipt of written notice from EPA  
17 that Respondent has demonstrated, to the satisfaction of EPA,  
18 that all of the terms and provisions of this Consent Order,  
19 including any additional tasks which EPA has determined to be

1 necessary, have been satisfied. This notice shall not, however,  
2 terminate Section XVII.C., Contribution Protection.

3 IT IS SO AGREED AND ORDERED:

4 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

5 By:  Date: 9-30-92  
6 Jeffrey Zelikson

7 Director, Hazardous Waste Management Division

8 Region 9

9 UNITOG RENTAL SERVICES, INC. a California corporation

10 By:  Date: 9/24/92  
11 Randolph K. Rolf

12 Its President